

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

DOCKET NO. 3:17-CR-306-FDW

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CONSENT ORDER FOR
)	THIRD PARTY PETITION
)	
(5) WALTER CLIFF MARTIN, JR.,)	
)	
Defendant.)	
_____)	

THIS MATTER is before the Court by consent of the United States of America, by and through R. Andrew Murray, United States Attorney for the Western District of North Carolina and Petitioner CL45 MW Loan 1, LLC (Doc. 271), through counsel, pursuant to Fed. R. Crim. P. 32.2(c). The Government and Petitioner consent to this Consent Order for Third Party Petition as a final adjudication and settlement of all matters between Petitioner and the Government with regard to the following property identified as ("the Property"):

Property commonly known as 366 Tarpin Town Road, Polkton, North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The parties have **STIPULATED AND AGREED** and the **COURT FINDS AS FOLLOWS:**

1. Petitioner has filed a Petition, signed under penalty of perjury, with supporting documentation, which indicates that the Property secures a loan by Petitioner to Defendant. Petitioner provides statements and documentation that Petitioner is owed

approximately \$226,332.56 as a result of this secured loan as of August 31, 2018.

Petitioner has satisfied 21 U.S.C. § 853(n)(6).

2. By entering into this Consent Order, Petitioner agrees, upon the sale of the Property, to release and forever discharge its interest in the Property and release any deeds of trust or liens on the Property. In exchange for release of its deed of trust lien interest against the Property upon the sale of the Property, the Government agrees, upon sale of the Property by the Government, to pay the following amounts to Petitioner

- Principal \$214,515.56
- Accrued interest through 8/31/18 \$ 11,692.00
- Outstanding fees / attorney fees \$ 3,500.00
- Additional interest on unpaid principal amount after 8/31/18 at the fixed rate of 5.15% per annum.

Upon the sale of the Property, the Government shall be required to pay such amount to Petitioner regardless of the amount of sale proceeds actually received from the sale of the Property.

3. The payment of the amounts set forth in paragraph 2 to Petitioner shall be in full settlement and satisfaction of all claims by Petitioner to the Property, all claims arising from any note, the indebtedness for which is secured by the Property, and all claims against the United States resulting from the incidents or circumstances giving rise to this case.

4. Petitioner agrees not to pursue against the United States or its successors in interest any rights that it may have under the deed of trust on the Property, including, but not limited to, the right to initiate foreclosure. Petitioner agrees and consents to any Government motion for final order of forfeiture of the Property. Petitioner understands

and agrees that the United States reserves the right to terminate the forfeiture action at any time. Petitioner and the Government agree to execute further documents to convey clear title to the Property to the United States and implement this Consent Order, to the extent such action is necessary.

5. The Government and Petitioner waive any rights to further litigate between each other in this forfeiture action to the Property and agree that this Consent Order for Third Party Petition shall be in full settlement and satisfaction of all claims between Petitioner and the Government in this action to the Property and all claims between Petitioner and the Government resulting from the incidents or circumstances giving rise to the forfeiture of the Property.

6. Unless specifically directed by an order of the Court, Petitioner shall be excused and relieved from further participation in this action.


IT IS THEREFORE ORDERED THAT:

1. Based upon the stipulations of the parties herein that Petitioner satisfies one or more prongs of 21 U.S.C. § 853(n)(6), Petitioner is hereby ordered to, upon closing of sale of the Property by the Government, release and forever discharge any interest in, deeds of trust on, and/or liens on the Property and the Government is hereby ordered to, upon sale of the Property, disburse the following amounts to Petitioner:

- Principal \$214,515.56
- Accrued interest through 8/31/18 \$ 11,692.00
- Outstanding fees / attorney fees \$ 3,500.00
- Additional interest on unpaid principal amount after 8/31/18 at the fixed rate of 5.15% per annum.

2. Except as specifically provided herein, the Government and Petitioner shall bear their own costs, including attorneys' fees.

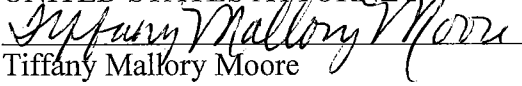
Signed this 26th day of September 2018.



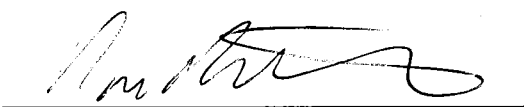
HON. FRANK D. WHITNEY
UNITED STATES DISTRICT JUDGE

ON MOTION OF AND
BY CONSENT OF THE PARTIES:

R. ANDREW MURRAY
UNITED STATES ATTORNEY


Tiffany Mallory Moore
Assistant United States Attorney

Dated: 9/26/2018



Daniel C. Bruton, Esq.
Bell Davis & Pitt, PA
Attorneys for Petitioner, CL45 MW Loan 1, LLC

Dated: 9/26/18